This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
indenture of restrictions on "the Naples II" a subdivision
in Washington Township, Lucas County, Ohio.

Whereas, "The Naples II" is a subdivision in Washington Township,
Lucas County, Ohio, which has been laid out into lots numbered consecutively
from 85 to 207, both inclusive, in accordance with the original plat thereof
which is recorded in Volume 44 at page 25 of the Plat Records of Lucas
County, Ohio; and

Whereas the general restrictions affecting the said lots in said
subdivision expire on January 1st, 1950; and

Whereas, in order to enhance the value and to maintain the
desirability of said subdivision as a residential district, it is desired
that a uniform set of restrictions be adopted, which restrictions shall
continue and be in force and effect for a longer period of time than those
now existing on said subdivision.

Now therefore, we, the owners of all lots in said subdivision,
excepting Lot No. 85, which has been incorporated into the plat of "The
Naples Annex" in consideration of the premises, the benefits accruing to us
individually, jointly, and severally, and in consideration of the mutual
covenants set forth herein to restrict the lots in said "The Naples II",
individually, jointly, and severally for ourselves, our heirs, successors
and assigns for the regulation and protection of each and every person,
his heirs, successors or assigns, who now is, or in the future shall be,
the owner, occupant, lessee or tenant of any interest in any lot, lots
or parts thereof, in the improvement, development, use, occupancy and
enjoyment of said property, do hereby restrict the improvement, use,
occupancy and enjoyment of all the property in said subdivision for the
period and in the manner following, to-wit:
a. The premises herein described shall be used exclusively for private residence purposes, and no apartment house, double dwelling, excepting a duplex dwelling, no series of attached houses, and no dwelling house less than two stories high, or a semi bungalow shall be erected or maintained on said premises herein described, excepting Monroe Street and Sylvania Avenue, and lots numbers 22 and 93 on Seckinger Drive, which may be used for retail stores and office business in a building of brick or stone construction. Provided, however, that no building or other structure shall be erected, moved or maintained on any lot unless erected, moved or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme and location of such structure, which plans and specifications shall be submitted to Rodney P. Lion, Superintendent of Banks of the State of Ohio in charge of the liquidation of The "" or his successors in office and approved by said Superintendent of Banks or his duly authorized agent. In the event said Superintendent of Banks shall not be the owner of any interest in and to any of the lots in said Subdivision, said plans must thereupon then be submitted to a committee to be selected as herein provided. Approval of plans shall be endorsed upon said plans and specifications in writing and no plans shall be considered as approved and no construction on any lot in said Plat shall be begun unless and until said written approval is so endorsed.

In the event it becomes necessary, in accordance with the above, to submit plans to a committee, said committee shall be selected and shall consist of five members, each of whom shall be the owner in fee simple of property in said subdivision and shall serve without compensation. The length of their term of office shall be at the sufferance of the authority by which they were selected. The members of said committee shall be selected by the owners of a majority of the lots in said subdivision. Vacancies on said committee shall be filled by the selection of a successor in the same manner as above.

In requiring the submission of plans and specifications as herein
set forth we, the undersigned, have in mind the development of The Maples II, as an architecturally harmonious, artistic and desirable residential subdivision, and in approving or withholding its approval of any plans and specifications so submitted, the Superintendent of Banks or said committee may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merit, its adaptability to the lot upon which it is proposed to be erected or made, and such other matters and considerations as the Superintendent of Banks or said committee may deem to be in the interest and benefit of the owners of lots in The Maples II, as a whole with reference to said plan of development; and any determination made by the Superintendent of Banks or said committee in good faith shall be binding upon all parties in interest.

b. There shall be only one dwelling house, duplex dwelling or semi-bungalow erected, moved or maintained on each or any lot in said subdivision, and only one building may be erected, moved or maintained upon any lot designated herein for commercial uses. No residence lot or lots shall be resubdivided into building sites, nor shall any building be erected on any residence lots having an area or street frontage of less than that shown on the original recorded plat.

No single dwelling costing less than $5500.00 may be erected, moved or maintained upon any of the lots in this subdivision. No duplex dwelling costing less than $7000.00 shall be erected, moved or maintained upon any of the lots in this subdivision; no duplex shall be placed upon any lot in said subdivision unless it has only a single front entrance and is so designed as to be similar in appearance to a single family dwelling. No semi-bungalow costing less than $5500.00 and no building for commercial purposes costing less than $7000.00 shall be erected, moved or maintained upon any of the lots in said subdivision.

No semi-bungalow shall be permitted on any lot in said subdivision.
unless it shall have a ground floor area of at least 700 square feet. All other buildings erected, moved or maintained upon any residence lot in said subdivision shall have a minimum floor area of 500 square feet and shall have a minimum height of 21 feet above grade level.

No garage shall be permitted on any of the residence lots in this subdivision except one or two car private garage, for the sole use of the owner or occupants of the premises and to be used exclusively for garage purposes and erected on the rear of such lot. Provided that a garage may be attached to and made a part of a dwelling on any residence lot, as in accordance with the provisions hereinafter set forth.

No fences exceeding 30 inches in height shall be erected or permitted on any residence lot, any fence so placed on said lots shall be of an ornamental type. No fence shall be erected or permitted upon any such lots without the written consent of the Superintendent of Parks or the committee hereinafter referred to.

c. The main foundation wall of any building erected or maintained on lots fronting on Staward, Sackinger or Rohr Drives shall be set back from the street lines a distance of 30 feet, excepting lots 92, 93, 94 and 99, which shall be set back a distance of at least 12 feet. On Monroe Street and Sylvania Avenue the set back line shall be at such point so as to provide for a 100 foot right of way on Monroe Street and 60 feet right of way on Sylvania Avenue for road purposes. Provided, however, that on lots 207, 156, 155, 150, 165 and 160, no building shall be erected or maintained nearer than 10 feet to the street line of Berdan Avenue, and no building shall be erected or maintained on lots 193, 192, 170, 171, 142, 141, 119 and 120, nearer than 10 feet to the street line of Portsmouth Avenue. Provided further that all garages on lots 207, 156, 155, 160, 100, 105, 193, 192, 170, 171, 142, 141, 119 and 120 shall be erected or maintained so that the rear or side line thereof shall not be a greater distance than 4 feet from the side lines of said lots bordering on Berdan and Portsmouth Avenues with entrances to said garages built and constructed from Berdan
and Portsmouth Avenues respectively.

d. No building on any residence lot, having a frontage of 40 feet or less, shall have a width of more than 26 feet except a dwelling with garage attached facing the street upon which such lot fronts, in which case said building including garage shall not exceed 30 feet in width.

No building shall be erected, kept or maintained on any of the lots in said subdivision nearer than 4 feet from the rear lines thereof, which portion of said lots shall be reserved for the purpose of constructing, erecting and maintaining sewers, drains, water pipes, gas lines, electric, telephone and telegraph wires, poles and conduits, and any and all similar construction and utilities in, over and upon said 4 foot strip of land excepting Monroe Street and Sylvania Avenue frontage and a right of way is hereby reserved and granted over said 4 foot strip of land for said purposes.

e. The main foundation walls of any residence or other structure on any of the lots in said subdivision, except a detached garage or other buildings located 75 feet or more from the front lot line, must be at least 5 feet from the side lines of such lot, excepting lots numbers 93 and 92 and lots having a frontage on Monroe Street and Sylvania Avenue, if used for business purposes. Such detached garage and other buildings shall be not less than 3 feet from the side line of said lot.

f. No porch or veranda shall be built upon any residence in said subdivision which shall extend more than 8 feet beyond the building line hereinbefore established.
h. No noxious or offensive trade or activity shall be carried on
upon any lot nor shall anything be done thereon which may be or become an
annoyance or nuisance to the neighborhood.

i. No trailer, basement, tent, shack, garage, barn or other
outbuilding erected in the tract shall at any time be used as a residence
temporarily or permanently, nor shall any structure of a temporary
character be used as a residence.

j. These covenants are to run with the land and shall be binding
on all parties and all persons claiming under them until January 1st 1969,
at which time said covenants shall be automatically extended for successive
periods of ten years unless by vote of a majority of the then owners of the
lots it is agreed to change said covenants in whole or in part.

k. If the parties hereto, or any of them, or their heirs or assigns,
shall violate or attempt to violate any of the covenants herein it shall be
lawful for any other person or persons owning any real property situated
in said development or subdivision to prosecute any proceedings at law or
in equity against the person or persons violating or attempting to violate
any such covenants and either to prevent him or them from so doing or to
recover damages or other dues for such violation.

l. Invalidation of any one of these covenants by judgment or court
order shall in no wise affect any of the other provisions which shall remain
in full force and effect.

We further covenant and mutually agree for ourselves, our heirs,
executors, administrators, successors, legal representatives and assigns
that the aforesaid covenants, provisions and restrictions constitute a general
plan for the improvement, use and enjoyment of "The Maples II"; that said
covenants, provisions and restrictions are "Covenants Real", run with the
land and shall be an encumbrance upon said property to the extent and for the
period or periods specifically set forth herein, and that these covenants,
provisions and restrictions cancel and supersede all other covenants,
provisions and restrictions affecting said properties which are now of record,
contained in deeds or otherwise in full force and effect, provided however
that this instrument shall not cancel said restrictions as to lots the
owners of which do not join herein.

IN WITNESS WHEREOF, we the undersigned, as owners of the lot, lots or
part thereof indicated opposite our names hereinbelow, or as the owners of
any interest therein by right of dower or otherwise, have hereunto subscribed
our names and executed this Declaration of Covenants, Provisions and
Restrictions this 1st day of October, 1941.

Acknowledged October 2nd 1941 before a Notary Public, Lucas County,
Ohio, (Seal).

Received for record October 23rd 1941 at 1:15 P.M., and recorded in
Volume 1183 of Mortgages, page 179.